

AG Contract No. KR98 1029 TRN
ADOT ECS File No. JPA 98-80
Project: F-0222-3-386
TRACS: 060 PN 226 H3775-01C H315501C
Section: Town of Superior

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SUPERIOR

THIS AGREEMENT is entered into 9 July, 1998
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the Town of Superior, acting by and through its Mayor and Town Council, (the
"Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. It is to the mutual advantage of the State and the Town to provide a sidewalk pedestrian path, lighting and to landscape certain areas within the right of way on US-60 at the following location.

From milepost 226.14 to milepost 226.60, a net distance of approximately 0.46 miles.

NO. 22469
Filed with the Secretary of State
Date Filed: 07/09/98
Betty Bayless
Secretary of State
By Nicky V. Gruenewald

157

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare plans for the sidewalk pedestrian path, lighting, landscaping and irrigation project and submit them to the Town for concurrence.

2. After Town concurrence of the plans, the project will be constructed by the State, using State funds, except for lighting design, which shall be funded by the Town. Upon completion of the work the Town shall reimburse the State 100% of the design cost of the lighting, in an amount currently estimated at \$6492.00

3. The Town shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at Town expense.

4. After construction, the Town shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

5. The Town hereby agrees to maintain the sidewalk pedestrian path, lighting and landscaping. Maintenance shall consist of keeping the path in good repair, swept and clear of debris and other obstructions. The care of the landscaping shall be in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The Town will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual." The Town will enforce parking restrictions along the right-of-way to prevent motor vehicles from parking or driving on or over the sidewalk pedestrian path.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said multi-use pedestrian path and landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

1087

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007

Town of Superior
Town Manager
734 Main Street
Superior, AZ. 85273

8. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

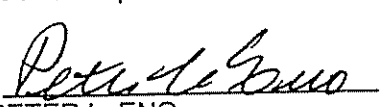
TOWN OF SUPERIOR

By


ROY CHAVEZ
Mayor


STATE OF ARIZONA
Department of Transportation

By


PETER L. ENO
Contract Administrator

ATTEST

By


MELLIE P. BRIBIESCAS
Town Clerk

RESOLUTION

BE IT RESOLVED on this 28th day of May 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Superior for the purpose of defining responsibilities for the design, construction and maintenance of sidewalk, lighting and landscape improvements on US-60 in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

**TOWN OF SUPERIOR
TOWN COUNCIL MINUTES
734 MAIN STREET
JUNE 18, 1998
7:00 P.M.**

A: CALL TO ORDER:

The meeting was called to order by Councilman Manuel Ruiz. He said the Mayor would be late and Vice Mayor, Billy Preciado was not able to attend.

B: SALUTE TO THE FLAG:

A salute to the flag by all present.

C: OPENING PRAYER:

Mr. Ruiz said a few words of prayer.

D: ROLL CALL:

Mr. Manuel Ruiz	Mr. Roy Chavez
Ms. Amparo Gomez	Mr. Richard Green
Mrs. Yolanda Ewing	

ABSENT: Mr. Billy Preciado

STAFF: Mr. Chris Zapata Mr. Bill Tiff
Mrs. Mellie Bribiescas

E: CONSENT AGENDA: It was moved by Mrs. Ewing, seconded by Ms. Gomez to accept the consent agenda as presented. **UNANIMOUS.**

F: COMMUNICATIONS:

G: CALL TO THE PUBLIC: COMMENTS FROM THE PUBLIC REGARDING ITEMS NOT INCLUDED ON THE AGENDA.

Chief of Police, Louie Garcia introduced the Police Department's new employees to the Council.

H: BUSINESS: Possible discussion and/or action on the following.

1. **APPROVAL OF ORDINANCE #60 ESTABLISHING A TOWN OF SUPERIOR SUBDIVISION ORDINANCE.**
2. **RESOLUTION #299 AUTHORIZING APPLICATION FOR STATE PARK HERITAGE FUNDS AND COMMITTING MATCHING FUNDS FOR THE SUPERIOR HISTORIC PRESERVATION DISTRICT DEVELOPMENT PROJECT.**
3. **CONSIDERATION OF BLANKET PERMIT - TRINA VENTURELLI.**

is suggestion the community people, businesses, of commerce and clubs to purchase flags for the coming 4th of July festivities to be put out on highway and for any other occasion. The VFW purchased 10 flags to be used for this occasion and thinks it is a good idea.

Councilwoman Gomez said that the Town of Florence does this and puts out real nice flags.

Commended on meeting new officers likes to know who works for the Town.

Councilman Munoz commented on how nice the streets look and the good job the street dept does.

Mayor Chavez talked about two children in the community having meningitis. Addressed but not yet confirmed. The County nor the State has been advised until confirmed. Said the cemetery has to be addressed and put on the agenda of a future Council meeting, and talked about the 4th of July festivities.

L. ADJOURNMENT: It was moved and seconded to adjourn. **UNANIMOUS.**

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular/special meeting of the Town Council of the Town of Superior held on the 18th day of June. I further certify that the meeting was duly called and held and that a quorum was present. Dated this day of 26th

June.



Mellie P. Bribiescas, Town Clerk

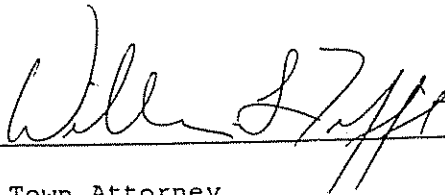
AFFIX Town Seal

JPA 98-80

APPROVAL OF THE SUPERIOR TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF SUPERIOR and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 18th day of June, 1998.



Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-1029TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE July 1, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/13445

Enc.



Town of Superior

Town Hall • 734 Main Street • Superior, Arizona 85273
520-689-5752 • Fax: 520-689-5822 • TDD Relay 1-800-367-8938

June 26, 1998

E. Jack Hammitt, CPM
Joint Project Administrator
Arizona Department of Transportation
205 South 17th Ave.-Rm. 293 E, Mail Drop 616E
Phoenix, AZ 85007

Re: Transmittal of IGA. JPA 98-80

Dear Mr. Hammitt:

Enclosed are two signed originals and the certified minutes from our June 18, 1998 Town Council meeting. The agreement was approved unanimously.

Thank you for your assistance

Sincerely,

Mellie Bribiescas
Town Clerk

C. C. Zapata



JANE D HULL
Governor

MARY E PETERS
Director

ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
JOINT PROJECT ADMINISTRATION
205 South 17th Avenue - Room 293E, Mail Drop 616E
Phoenix, Arizona 85007



THOMAS G SCHMITT
State Engineer

E JACK HAMMITT
Joint Project
Administrator

4 June 1998

Mr. Chris Zapata
Superior Town manager
734 Main Street
Superior, AZ 85273

Re: Sidewalk, Lighting Landscaping & Enhancements, US-60
Agreement: JPA 98-80

Dear Chris:

Find enclosed three originals of the above subject agreement which defines the responsibilities of the Town and the State incident to the above subject project.

Please obtain the written approval of the Town attorney, the **resolution or certified minutes** of the Town Council approving the agreement, and the signatures of the appropriate officials. Upon execution please return all originals to the undersigned, **to the attention of Mail Drop 616E**, for state signatures, attorney general approval and filing with the Secretary of State. Please make no other entries on the agreements. Please do not date the first page.

Questions may be directed to the undersigned at (602) 255-8369.

Sincerely,

E. Jack Hammitt, CPM
Joint Project Administrator

Encl.

RESOLUTION

BE IT RESOLVED on this 28th day of May 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Superior for the purpose of defining responsibilities for the design, construction and maintenance of sidewalk, lighting and landscape improvements on US-60 in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director